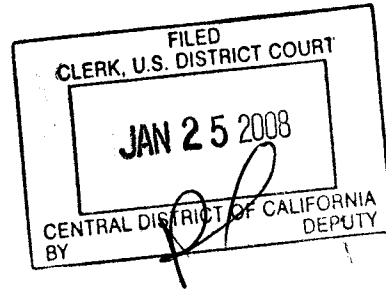


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Attorneys for Plaintiff,
 GIANNI VERSACE, S.p.A.

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

GIANNI VERSACE, S.p.A., a Foreign
 Corporation, Plaintiff,

-vs-

MAURICE KABOUD, an Individual, aka
 Farhad Kaboud, Morris Kaboud, and Ben
 Bhari; **MOIZ KABOUD**, an Individual, aka
 Michael Kabud, Mike Kabud, Mike Kabul and
 Ben Bhari; **A.F.M.K., Inc.**, a California
 Corporation, aka AFMK, Inc.; and **BFPZ,**
LLC., a California Limited Liability
 Corporation collectively *dba* Moda Gentleman,
 Moda Gentlemen, Maxini, Maxini Collezione,
 and RN# 86344, and DOES 1 through 10,
 Inclusive, Defendants.

CASE NO.: CV 06 - 3530 RSWL (CWx)

**FINAL JUDGMENT UPON
 CONSENT; PERMANENT
 INJUNCTION; AND [REDACTED]
 ORDER THEREON**

COMPLAINT FILED: JUNE 7, 2006

TRIAL DATE: JANUARY 22, 2008

Plaintiff, GIANNI VERSACE, S.p.A., a Foreign Corporation ("VERSACE") and
 Defendant **A.F.M.K., Inc.**, a California Corporation, hereby stipulate and consent to the
 following Consent Judgment:

WHEREAS, the parties have agreed to the entry of the following findings of fact and
 conclusions of law finally disposing of Counts I, II and III of the Complaint asserted by
 VERSACE, it is hereby ordered, adjudged and decreed that:

RICHLAND &
 ASSOCIATES
 ATTORNEYS AT LAW
 BEVERLY HILLS

1 **WHEREAS**, A.F.M.K., Inc., a California Corporation, adopted and began using
2 trademarks in the United States which infringe or otherwise violate VERSACE's registered
3 trademark(s) MEDUSA (the "VERSACE Trademarks") as identified in VERSACE's
4 Complaint;

5 **WHEREAS**, A.F.M.K., Inc.'s, use of marks which incorporate one or more of the
6 VERSACE Trademarks, is likely to cause confusion as to source or origin;

7 **WHEREAS**, A.F.M.K., Inc., sold and/or offered for sale merchandise bearing marks
8 which incorporate one or more of the VERSACE Trademarks;

9 **WHEREAS**, A.F.M.K., Inc.'s use of marks which incorporate one or more of the
10 VERSACE Trademarks, traded on the good will and reputation of VERSACE;

11 **WHEREAS**, based upon VERSACE's good faith prior use of the VERSACE
12 Trademarks, VERSACE has superior and exclusive rights in and to the VERSACE
13 Trademarks in the United States and any confusingly similar names or marks;

14 **WHEREAS**, VERSACE Trademarks registered, at issue in this matter, and on file
15 with the United States Patent and Trademark Office are famous and distinctive; and

16 **WHEREAS**, this Court has jurisdiction over the party to this action and over the
17 subject matter hereof pursuant to 15 USC 1121(a) and 28 USC 1331, 1338(a) and (b), and
18 28 USC 1367,

19 **IT IS ORDERED, ADJUDGED AND DECREED** as follows:

20 1. Defendant A.F.M.K., Inc., violated the Federal Lanham Act as alleged in
21 Count I TRADEMARK INFRINGEMENT AND COUNTERFEITING (15USC § 1114(1)).

22 2. Defendant A.F.M.K., Inc., its parents, subsidiaries, related entities, divisions,
23 officers, owners, shareholders, employees, affiliates, servants, representatives, agents,
24 predecessors, assigns and successors in interest of any kind, and all persons, firms, entities,
25 or corporations under its direction and control or in active concert or participation with it,
26 are immediately and permanently enjoined throughout the world from directly or indirectly
27 infringing, counterfeiting, or diluting the VERSACE Trademarks or any marks similar
28 thereto, as identified in Exhibit 1 of the Complaint and on Registry with the United States

1 Patent & Trademark Office, in any manner, including generally, but not limited to
 2 manufacturing, importing, distributing, advertising, selling, and/or offering for sale any
 3 merchandise which infringes said trademarks and specifically from:

- 4 (A) Imitating, copying or making unauthorized use of any or all of the
 5 GIANNI VERSACE trademarks or trade dress;
- 6 (B) Importing, manufacturing, producing, possessing, distributing,
 7 circulating, advertising, promoting, displaying, selling, and/or offering
 8 for sale, any non-genuine product bearing any simulation,
 9 reproduction, counterfeit, copy, phonetically similar sounding words,
 10 or colorable imitation or reproduces, or utilizes the likenesses of or
 11 which copy or are likely to cause consumer confusion with any of the
 12 VERSACE trademarks or trade dress;
- 13 (C) Manufacturing, distributing, selling or offering for sale or in
 14 connection thereto any unauthorized promotional materials, labels,
 15 packaging or containers which picture, reproduce or utilize the
 16 likenesses of, or which are likely to cause consumer confusion with
 17 any of the VERSACE trademarks;
- 18 (D) Using any false designation of origin, false description, including
 19 words, symbols or any trademark, trade name, trade dress, logo or
 20 design tending to falsely describe or represent, or is likely to confuse,
 21 mislead, or deceive purchasers, Defendant's customers, or members
 22 of the public, that unauthorized merchandise manufactured,
 23 distributed, advertised, sold and/or offered for sale by Defendant
 24 originate from VERSACE, or that said merchandise has been
 25 sponsored, authorized, endorsed, approved, licensed by, associated,
 26 or is in any way connected or affiliated with VERSACE;
- 27 (E) Transferring, consigning, selling, shipping or otherwise moving any
 28 non-genuine VERSACE goods, packaging or other materials in the

1 Defendant's possession, custody or control bearing a design, or mark
 2 substantially identical to or confusingly similar with or any or all of the
 3 GIANNI VERSACE trademarks or trade dress;

4 (F) Diluting and infringing the VERSACE trademarks and damaging
 5 VERSACE's goodwill, reputation and businesses;

6 (G) Otherwise unfairly competing (as defined under Cal. B&PC §17200)
 7 with GIANNI VERSACE, S.p.A., or its subsidiaries or affiliated
 8 companies;

9 (H) Passing off or selling any products which are not entirely genuine
 10 VERSACE products as and for VERSACE products, including
 11 products utilizing VERSACE labels, packaging or containers that have
 12 been in any way modified without the written permission of
 13 VERSACE;

14 (I) Applying to the United States Patent & Trademark Office for the
 15 registration of any trademark that is a colorable imitation of any or all
 16 of the GIANNI VERSACE trademarks, or confusingly similar mark,
 17 trade name, trade dress, logos or design;

18 (J) Using the VERSACE trademarks or any such reproduction,
 19 counterfeit, copy, or colorable imitation in connection with the
 20 manufacture, importation, distribution, advertising, publicity, sale
 21 and/or offering for sale, of any other merchandise not referred to
 22 above; and

23 (K) Instructing, assisting, inducing, aiding or abetting any other person or
 24 business entity in engaging in or performing any of the activities
 25 referred to above.

26 3. The jurisdiction of this Court is retained for the purpose of making any further
 27 orders necessary or proper for the construction or modification of the Settlement Agreement,
 28 this Judgment, the enforcement thereof and the punishment of any violations thereof.

1 4. Any party shall have the right to seek sanctions for contempt, compensatory
2 damages, injunctive relief, attorneys' fees, costs, and such other relief deemed proper in the
3 event of a violation or failure to comply with any of the provisions hereof. The prevailing
4 party in any such proceeding shall be entitled to recover its attorneys' fees and costs.

5 5. Judgment is rendered in favor of VERSACE and against A.F.M.K., Inc., as to
6 Count I TRADEMARK INFRINGEMENT AND COUNTERFEITING (15USC § 1114(1)), subject to
7 the terms of the Settlement Agreement between the parties. All remaining counts against
8 A.F.M.K., Inc. are dismissed with prejudice. This Consent Judgment shall be conclusive for
9 purposes of collateral estoppel regarding all issues of liability that have been or could have
10 been brought on the same operative facts.

11 6. The parties respective attorney's fees and costs incurred in connection with
12 this action shall be borne as per the agreement of the individual parties in their Settlement
13 Agreement.

14 7. This Court will retain continuing jurisdiction over this cause to enforce the
15 terms of this Consent Judgment and the Settlement Agreement between the parties, and will
16 retain continuing jurisdiction over A.F.M.K., Inc., MOIZ KABOUD and MAURICE
17 KABOUD.

18 8. All counterfeit and infringing VERSACE products currently in the possession,
19 custody or control of A.F.M.K., Inc., its parents, subsidiaries, related entities, divisions,
20 officers, owners, shareholders, employees, affiliates, servants, representatives, agents,
21 predecessors, assigns and successors in interest of any kind, and all persons, firms, entities,
22 or corporations under its direction and control or in active concert or participation with it,
23 shall be turned over to counsel for Plaintiff and destroyed under the direction of VERSACE.

24 9. Nothing in this Judgment shall be construed or deemed an admission by the
25 parties, nor is there a finding by this Court, that the conduct herein was intentional,
26 deliberate, willful, malicious or fraudulent.

27 ///

28 ///

RICHLAND &
ASSOCIATES
ATTORNEYS AT LAW
BEVERLY HILLS


IT IS SO ORDERED.

[Handwritten signature]

APPROVED AS TO FORM AND CONTENT.

Michael

By: 

By:  Felina P. Richland, Attorneys for Plaintiff

RICHLAND &
ASSOCIATES
ATTORNEYS AT LAW
BEVERLY HILLS